



Halifax Regional  
School Board

**#3508**

**MOVING SERVICES STANDING OFFER  
Halifax Regional School Board**

Closing Date: *THURSDAY, JUNE 21, 2012*  
Closing Time: *2:00:00 P.M.*  
Opening Time: *2:00:00 P.M.*

**Closing Location:**

Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, N.S.  
B3B 1X7

**HRSB Contact:**

Deborah Beck, Buyer  
Buyer  
Tel: (902) 464-2000 Ext. 2011  
Email: dbeck@hrsbn.ca

**Project Location:**

HRSB Schools/Offices – As Required

*The Halifax Regional School Board encourages equity and affirmative action programs.*

## /Table of Content

	<b>Page</b>
1.1 Instructions to Bidders .....	3
1.2 Conditions of Tender .....	4
1.3 Other Requirements .....	8
1.4 Amendments .....	9
1.5 The Contract .....	9
1.6 Your Contract terms .....	10
2.0 Scope of Work .....	11
3.0 Contractor Information .....	15
3.2 References .....	15
3.3 Sub Contractors .....	16
3.5 Schedule of Rates .....	18
3.6 Material Prices .....	19
3.7 Signature Page .....	19
SAMPLE MOVING SERVICES CONTRACT .....	20

1.0 **GENERAL**

The Halifax Regional School Board (HRSB) is seeking bids from qualified moving service contractors for Moving Services, as required, for the Halifax Regional School Board schools and offices, as per the enclosed specifications. The **TERM** of the contract will be three (3) years from date of award with two (2) one (1) year options for renewal. It is the Board's intention to award to more than one moving service contractor.

1.1 **INSTRUCTIONS TO BIDDERS**

**TENDER  
SUBMISSION:**

- (a) Sealed Bids will be received by:

Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, N.S.  
B3B 1X7

Until **2:00:00 P.M., June 21, 2012**, for the following projects:

***#3508 – MOVING SERVICES STANDING OFFER***

- (b) Submit one original tender on the enclosed tender form. Each item on the form must be completed unless noted otherwise. Bids must be signed by an authorised representative of the vendor. Incomplete bids will be rejected. Bids must be submitted on or before the advertised time and date in a sealed envelope clearly marked:

***#3508 - MOVING SERVICES STANDING OFFER***

- (c) It is the responsibility of the bidder to ensure their submissions are received on time. Faxed bids will not be accepted.
- (d) Addenda may be issued by the Board. Addenda cover letters shall be signed and attached to the tender documents.

1.2 **CONDITIONS OF TENDER**

- (a) No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the Board or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.
- (b) Any changes to this tender or specifications shall be stated by the Board in writing. All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the office of the Halifax Regional School Board, c/o Purchasing Manager or representative.
- (c) Tender price must include freight, duty, and all taxes, rates and charges, which are applicable at the time the contract is awarded. It is the responsibility of the bidder to find out from the appropriate authorities what taxes, rates and charges are applicable to this tender.
- (d) The Contractor is responsible for obtaining all provincial, municipal and other permits as required for the work, and shall adhere to all regulations from regulatory bodies, including the National Building Code, 2005. They shall pay all fees for these permits. Sub-trades are responsible for obtaining permits and following regulations as they affect their work.
- (e) Invoices shall be submitted to: 

Halifax Regional School Board  
c/o Coordinator, Property Services Maintenance  
33 Spectacle Lake Drive,  
Dartmouth, NS B3B 1X7

Contact information to be supplied to the successful bidder as part of the award confirmation.

Payment: Payment terms will be considered as Net 30 days from date of invoice.

- (f) Bidders or their employees must not be employees of the Halifax Regional School Board.
- (g) The bidder must comply with Nova Scotia Fire Safety Act and all Municipal Regulations, Ordinances and other laws including the Occupational Health and Safety Act.
- (h) Persons or firms submitting tenders shall be actually engaged in the line of work required by the specifications.
- (i) When applicable, a bidder shall list, in the space provided in Section 3.3, the names of the sub-contractors they propose to use with each sub-contractor's tender price. A change in sub-contractors from this list will require permission in writing from the Board.
- (j) Except as the specifications may be modified by Addenda, the successful

contractor will be held to furnish under this tender all work as specified.

- (k) The contractor shall save, defend, and indemnify the Halifax Regional School Board against all costs which the School Board may sustain or incur by reason of any act or omission of the contractor or its' agents or sub contractors.
- (l) Property loss and/or damage that occurs during the course of work or caused by negligence on the contractors part during the course of the work shall be reported by HRSB Operations Services to the School Insurance Program (SIP) office. Adjusters may be assigned to manage restoration of damaged, defaced or stolen HRSB property. HRSB and/or its insurer reserve the right to assign management of restoration to the adjuster. The contractor shall be responsible for all costs to repair or replace any School Board property, which has been damaged, defaced or stolen during the course of work.
- (m) Bidder must clearly indicate the delivery schedule of goods in section 3.7.
- (n) Where the Tender Documents stipulate a particular product, written requests for substitutes will be considered by the Board up to but not including the day of closing. Such requests shall be accompanied by complete descriptive and technical information including MSDS so that a proper evaluation can be made.

When a request for approval of a product is made, the Board may grant approval and will issue an Addendum to this effect to known bidders.

All products used in the course of this work are to be used, stored, and maintained as per the instructions written on the MSDS sheet.

- (o) Material costs as per section 3.6.
- (p) **Unique Logistics**  
Completely describe how your Tender will respond to the unique logistics of each school or administrative site as set out in the Project Scope and fully describe, in the same manner, all items of equipment, service, and support you will provide to respond to those logistics and all pricing and other matters relating to them.

- (q) **HRSB Discretion**  
The Bidder hereby acknowledges that:
  - a) HRSB shall have the right to reject any or all Tenders for any reason, or to accept any Tender which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Tender will not necessarily be accepted and HRSB shall have the unrestricted right to:
    - i) accept any Tender, and in the event it only receives informal, non-conforming or qualified Tenders with respect to this Tender, accept any such Tender; or
    - ii) accept a Tender that is not the lowest price;
    - iii) reject a Tender that is the lowest price even if it is the only Tender received;

- iv) reject any Tender that contains any irregularities, informalities, conditions or qualifications;
  - v) reject any Tender that is not accompanied by the required tender security documents;
  - iv) reject any Tender that is not properly signed by or on behalf of the Bidder;
  - vi) reject any Tender that contains an alteration in a quote that is not initialed by or on behalf of the Bidder;
  - vii) reject any Tender that is incomplete or ambiguous; or
  - viii) reject any Tender that does not strictly comply with other requirements contained in these instructions.
- b) HRSB reserves the right to consider, during the evaluation of Tenders:
- i) information provided in the Tender itself;
  - ii) information received in response to enquiries of credit and industry references set out in the Tender;
  - iii) the manner in which the Bidder provides services to others;
  - iv) the experience and qualification of the Bidder;
  - v) the compliance of the Bidder to HRSB's requirements and specifications;
  - vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Tender or otherwise,
  - vii) splitting the Tender and Project Scope into multiple parts and accepting Tenders (or portions thereof) from more than one Bidder;
  - viii) rejecting Bidder's recommendation of a Subcontractor or any other third party associated with the Tender and jointly along with the Bidder, determine alternate acceptable third parties; and
  - x) any other consideration in HRSB's discretion;
- c) HRSB may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Tender, the Bidder acknowledges the HRSB's rights under this Section and absolutely waives any right or cause of action against HRSB and its employees, agents or Trustees by reason of HRSB's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise; and
- d) HRSB shall not at any time have any obligation to deal exclusively with the Bidder. HRSB expressly reserves its rights, in its sole discretion, to seek a Tender regarding the subject matter hereof, from any person whomsoever and at any time.

(r) **Limitation of Liability**

Bidder, by submitting a bid to this Tender, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this Tender and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRSB whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Tender, in participating in this tender process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this tender and any resulting process, discussions or negotiations.

(s) **Bid Rejection**

The HRSB shall not accept any bids to this Tender from any Contractor that has existing or pending litigation proceedings against the HRSB, it's employees, or agents or from any other Contractor that has an ongoing dispute regarding a past or existing contract, bid or tender with the HRSB, it's employees or agents.

### 1.3 OTHER REQUIREMENTS

- (a) The bidder must provide with the submitted tender document a certificate indicating the completion of the Nova Scotia Construction Safety Association's Construction Safety Program or other safety audit program acceptable to Workers Compensation Board.
- (b) The bidder must provide with the submitted tender document a letter showing they are in good standing with the Worker's Compensation Board.
- (c) The bidder must provide with the submitted tender document a tentative delivery schedule.
- (d) The bidder must provide with the submitted tender document, an insurance certificate showing proof of:
  - (i) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, owners and contractors liability, attached machinery extensions, endorsement, independent contractor, for a combined single limit of no less than \$2,000,000 per occurrence;
  - (ii) Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence; and
  - (iii) It is also agreed that the above insurance coverage is primary.

Upon award, the bidder shall secure and maintain the insurance as noted above at its expense during the term of the contract.

The Halifax Regional School Board must be named as additional named insurance pertaining to the work for this project. Furthermore, Halifax Regional School Board must receive at least thirty (30) days notice of cancellation or modification of the above insurance. Bidders shall at all times keep in force insurance as may be required.

- (e) The bidder must provide with the submitted tender document a **Bid Security** in the amount of ten percent (10%) of the **Contract Price (excluding HST)** in the form of a Certified Cheque payable to Halifax Regional School Board, or a Bid Bond on Owner approved bids form. ***(NOT REQUIRED FOR #3508)***

Upon award of tender, the successful bidder is to provide **Contract Security** in the form of a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the Contract Price (excluding HST). **Not required for this tender.** ***(NOT REQUIRED FOR #3508)***

- (f) The bidder must provide with the submitted tender document a completed copy of the attached safety plan information sheet. The contractor prior to commencement of work must have a safety plan in place for use by the contractor personnel regarding potential hazards and work practices specific to the site.



- (g) Contractors must submit warranty information with the tender bid submission and successful bidders must submit all appropriate warranty documents with final payment invoice.
- (h) Bidders are advised that, as per the Halifax Regional School Board Tobacco Free Schools and Workplace Policy, the HRSB endorses and supports implementation of the Nova Scotia Smoke Free Places Act 2002, which prohibits tobacco possession for persons under the age of 19 and declares that no person shall smoke in schools, school board offices or on school grounds.

#### 1.4 **AMENDMENTS OR WITHDRAWAL OF TENDER PRIOR TO BID CLOSING**

- (a) Tender may be amended or withdrawn by post or facsimile.
- (b) Clearly indicate on the fax transmission or submitted envelope, whether your correspondence is an amendment or withdrawal and the title of the tender. Sign and seal as required for tender, and submit at address listed under closing location on the cover of this document. Faxes may be sent to Peter Chaffey, Purchasing Manager at 902-464-0161

#### 1.5 **THE CONTRACT**

##### **1.5.1 Binding Effect of Tender and Contract Finalization**

The Bidder hereby acknowledges that its Tender constitutes a contract with HRSB, and the terms and conditions of this Tender and the bidder response (with the Tender taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon Bidder until the earlier of:

- a) written notice from HRSB that the Bidder's Tender is rejected as unsatisfactory; or
- b) issuance by HRSB of its PO to the Bidder with respect to this Tender, pursuant to Section 1.2(r), and upon such issuance, the Bidder shall be regarded as the Vendor hereunder; or
- c) execution of the Purchase Order, or where applicable, the Contract, by both HRSB and the Bidder pursuant to Section 1.2(r); or
- d) written notice from HRSB that it has entered a Contract with a Vendor and that the Bidder has been unsuccessful under this Tender.

##### **1.5.2 Contract Documents**

1.5.2.1 The successful bidder shall be issued a purchase order to cover the requirements of this tender.

1.5.2.2 For the purposes of evaluation and interpretation of Tenders, in the case of conflicts, discrepancies, errors or omissions between this Tender and any documentation issued or executed pursuant to Section 1.5.1, and the Tender, this Tender and such documentation shall take precedence over the Bidder response.

## **1.6 Your Contractual Terms**

1.6.1 List separately any contractual terms which must be included as part of the Contract if awarded to you and which would be a condition to HRSB's acceptance of your bid.

1.6.2 List separately any contractual terms which you would like the HRSB to consider but which would not be a condition to the acceptance by the HRSB of your bid and which would only be part of the Contract with the HRSB with the specific further agreement of the HRSB.

2.0 **SCOPE OF WORK - Specifications**

- 2.1 Bidders MUST complete the attached HRSB Schedule of rates (3.2). An electronic copy of the HRSB Pricing Sheet is available by email request to: [dbeck@hrsb.ns.ca](mailto:dbeck@hrsb.ns.ca)
- 2.2 All charges for elevators or parking are to be the responsibility of the successful bidder.
- 2.3 It will be the responsibility of the successful bidder to check and list any obvious damage to furniture, equipment and the premises at origin and destination before any material is removed from the site. This list must be confirmed by the HRSB Operations Manager on site.
- 2.4 Notwithstanding any document or rule to the contrary:
- 2.4.1 Any damage to furnishings, equipment and the premises at origin and destination not listed will be the responsibility of the successful bidder and will be corrected within *seven (7) days* of completion of move;
- 2.4.2 The successful bidder will be responsible for the full cost of repairing or replacing of any damaged furnishings or equipment as well as the full cost of any repairs to the premises of origin and destination;
- 2.4.3 If not corrected within this time frame, the Halifax Regional School Board will make the necessary arrangements and deduct any charges from the contract price.
- 2.5 All bidders must include with tender submission proof of Commercial General Liability Insurance for bodily injury and property damage with a limit of not less than \$2,000,000.00, as per section 1.3 (b). Such insurance must include **replacement cost** of damaged items.
- 2.6 All bidders must provide with their tender submission evidence of coverage under the Worker's Compensation Act, R.S.N.S. and a Clearance Certificate indicating the bidder is in good standing, as per section 1.3 (b).
- 2.7 **No** extra charges above the contract price will be considered unless approved by the official Halifax Regional School Board's representative on site.
- 2.8 Bidder must provide, **in writing**, understanding of the requirements.
- 2.9 Bidder must provide, **in writing**, information relative to the background and experience of the moving company, proposed staff, and equipment (specify whether cartons or bins are to be used) to be utilized during the office relocation.
- 2.10 Bidder must provide, in writing, information relative to previous related experience in large and small office relocations with references. Three (3) references are to be included with bid, as per section 3.2.
- 2.11 Bidder must provide a written quotation of proposed moving services, as per section 3.5.
- 2.12 Bidder must provide, in writing, information relative to the capability of the company to

provide additional specific resources; i.e., staff for specialized equipment, or other specialties as required.

- 2.13 The following is a mandatory requirement. Awarding of this contract shall only be granted to parties who have either:
- 2.13.1 A Certificate of recognition issued jointly by the Department of Labour and Workforce Development (LWD) or the Workers' Compensation Board (WCB) and an occupational health and safety organization approved by the LWD or WCB; OR
  - 2.13.2 companies that are in the process of qualifying for the Certificate of Recognition from an occupational health and safety organization approved by the LWD or WCB.
- 2.14 All work performed is to be assigned by Operations Services Managers or designate(s) and/or authorized after hour emergency response personnel.
- 2.15 Contractor must comply with all HRSB security procedures and report to the building main office prior to commencing any work and before leaving (pre and post sign in).
- 2.16 Contractor will be required to comply with HRSB Contractor guidelines and submit completed HRSB work order document(s) with all invoices.
- 2.17 The successful contractors will be required to sign a service agreement similar to that proposed in this tender, under Schedule C.
- 2.18 Please include the following documents:
- Business License Number
  - NS Construction Safety Certificate
  - Certificate of Insurance for \$2,000,000 General Liability Insurance, (Replacement cost) and;
  - Letter of Good Standing with WCB
- 2.19 HRSB will provide building floor plans for proposed moves and a mandatory site visit will be scheduled .
- 2.20 Furniture list and site plans may vary slightly at time of project delivery and no additional charges shall apply.
- 2.21 Contractor to provide all labour and equipment required to complete the move. Contractor must also provide two (2) two people on site the day following each move to make requested adjustments, ie. move a cabinet etc.
- 2.22 Contractor must provide a list of employees with qualifications.
- 2.23 Contractor must advise on the number of vehicles available for this tender.

## **SITE VISITS**

- (a) A Site Visit will be arranged with the successful contractor as required.
- (b) Prior to scheduled moves the successful contractor(s) will be expected to familiarize themselves with the existing site and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations and calculations will be accepted as a basis for any claims for extra compensation or an extension of time.

## **FORM OF TENDER BIDDER DECLARES**

- (a) That this tender was made without collusion or fraud.
- (b) That the proposed work was carefully examined.
- (c) That the bidder is familiar with local conditions.
- (d) That contract documents and attachments were carefully examined.
- (e) That all the above were taken into consideration in preparation of this tender.

## **BIDDER AGREES**

- (a) To enter into a contract to supply all labour, material and equipment and to do all work necessary to complete the Work as described and specified herein for the prices as per the Form of tender, Schedule of rates, Article 3.5.
- (b) That this tender is valid for acceptance for 30 days from the time of tender Closing.
- (c) That failure to enter into a formal contract and give specified documents within time required will constitute grounds for forfeiture of this agreement.
- (d) That if Certified Cheque or bid bond is forfeited, the Owner will retain difference in money between amount of tender and amount for which owner legally contracts with another party to perform the work and will refund balance, if any, to bidder.
- (e) I/WE certify that the company listed herein is in good standing with the City of Halifax Tax Collector and all Municipal, Provincial and Federal Tax Agencies. Failure to complete this certification and maintain this status will be cause for rejection of your tender and/or cancellation of any contractual undertaking with the Board. We further agree with and accept the terms set out in this tender document.

*Halifax Regional School Board*

**CONTRACTOR INFORMATION**

***TENDER #3508***  
***Moving Service Standing Offer***

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME OF PERSON SIGNING FOR FIRM \_\_\_\_\_

POSITION OF PERSON SIGNING FOR FIRM \_\_\_\_\_

3.2 **REFERENCES:**

The Bidder shall furnish particulars of at least three contracts successfully completed or currently being carried to completion. The projects quoted should preferably be approximate in nature to the Works now proposed for and be of comparable or greater size.

Contact Name & Phone #	Date	Contract Value
_____	from _____ to _____	_____
_____	from _____ to _____	_____
_____	from _____ to _____	_____
_____	from _____ to _____	_____

3.3 **SUB CONTRACTORS:** (Where applicable)

The Bidder shall enter the name and address of each Sub-Contractor used in making up this Tender. Only one Sub-Contractor shall be named for each part of the work to be sublet.

<b>Subcontractor/Suppliers/Manufacturers</b>	<b>Service/Material</b>





3.5 **SCHEDULE OF RATES**

Provide rates using this HRSB form. An electronic version of the form will be made available by email request to: [dbeck@hrsbc.ca](mailto:dbeck@hrsbc.ca)

Indicate your company's **REGULAR HOURS OF WORK:** \_\_\_\_\_

Indicate your company's **MINIMUM CALL OUT RATE:** \_\_\_\_\_/HR for \_\_\_\_ HRS

**REGULAR HOUR RATES**

**AFTER HOUR RATES**

- 1. Cube Van/Driver \_\_\_\_\_/hr
- 2. Straight Truck/Driver \_\_\_\_\_/hr
- 3. PTG Truck/Driver \_\_\_\_\_/hr
- 4. Tractor Trailer/Driver \_\_\_\_\_/hr
- 5. Five Ton Truck/Driver \_\_\_\_\_/hr
- 6. Supervisor \_\_\_\_\_/hr
- 7. Mover \_\_\_\_\_/hr
- 8. Packer \_\_\_\_\_/hr
- 9. Fuel Surcharge \_\_\_\_\_/day
- 10. Dollies \_\_\_\_\_/day

- 1. Cube Van/Driver \_\_\_\_\_/hr
- 2. Straight Truck/Driver \_\_\_\_\_/hr
- 3. PTG Truck/Driver \_\_\_\_\_/hr
- 4. Tractor Trailer/Driver \_\_\_\_\_/hr
- 5. Five Ton Truck/Driver \_\_\_\_\_/hr
- 6. Supervisor \_\_\_\_\_/hr
- 7. Mover \_\_\_\_\_/hr
- 8. Packer \_\_\_\_\_/hr
- 9. Fuel Surcharge \_\_\_\_\_/day
- 10. Dollies \_\_\_\_\_/day

3.6 **MATERIAL PRICES:**

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measurement</b>	<b>Unit Price</b>
1.	Rental of Plastic Bins	Each/wk	_____
2.	Cardboard Boxes (2 cu ft)	Each	_____
3.	Cardboard Boxes (4 cu ft)	Each	_____
4.	Cardboard Boxes (5 cu ft)	Each	_____
5.	Cardboard Boxes (6 cu ft)	Each	_____
6.	Bin Ties	100/bag	_____
7.	Labels for Tagging Boxes/Bins	1000/Bundle	_____

***HRSB reserves the right to view samples of the above materials.***

I/WE, the undersigned, having carefully examined the #3508 – *Moving Service Standing Offer*, tender documents, and having read, understood, and accepted the Conditions of the tender which form part of the tender documents, hereby offer to provide the materials and service in strict accordance with the #3508 – *Moving Service Standing Offer* documents, which form part of this tender.

I/WE, hereby agree that notification of acceptance of this bid shall be in writing and may be sent by prepaid post or fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

3.7 **SIGNATURE:**

SIGNED AND DELIVERED  
in the presence of:

**CONTRACTOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title (printed)

**SAMPLE  
MOVING SERVICES CONTRACT**

THIS AGREEMENT made the *XXX* day of *June A.D. 2012*.

BETWEEN:

***THE HALIFAX REGIONAL SCHOOL BOARD***

(the "Board")

OF THE FIRST PART

- and -

***CONTRACTOR'S NAME***

OF THE SECOND PART

**RECITALS**

WHEREAS the HRSB has analyzed its needs and requirements for **MOVING SERVICES AS REQUIRED**;

AND WHEREAS based on the HRSB's analysis, HRSB prepared a detailed request for proposals setting out their needs and requirements in TENDER #3508, a copy of which is incorporated and forms part of this agreement and is identified as Schedule "A" hereto.

AND WHEREAS the HRSB submitted the TENDER #3508 to a number of companies capable of providing.

AND WHEREAS ***CONTRACTOR'S NAME*** provided a detailed response to TENDER #3508 (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS **CONTRACTOR'S NAME** in the Response made certain representations with respect to its capabilities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and such further valuable consideration, the sufficiency of which is acknowledged between the parties, the parties agree as follows:

### **SCOPE OF SERVICES**

- 1.0 The services to be performed by the service provider for the Board are outlined in the Scope of Work, Schedule A of TENDER #3508, a copy of which is attached to this Agreement as Appendix A.
- 1.1 The services outlined in Appendix "A" may be adjusted from time to time by mutual agreement between the Board and the service provider.

### **TERM**

- 2.0 This Agreement shall be in effect from and including the **1<sup>ST</sup> day of July, 2012** and shall continue until the **30<sup>th</sup> day of June, 2015**, with an option to renew for two (2) additional one (1) year terms at the option of the Board, unless terminated or renewed in accordance with the terms of this Agreement.

## **SATISFACTORY PERFORMANCE**

- 3.0 The service provider agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the Board from time to time in a competent and a professional manner to the satisfaction of the Board, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the Board.

## **PAYMENT PROCEDURE**

- 4.0 Invoices will be submitted by the service provider to the Board, Attention: Accounts Payable, on a monthly basis.
- 4.1 Upon determining that the work evidences completion by the service provider of the portion of the Agreement to which the invoice relates, the Board shall cause the invoice to be paid.

## **WITHHOLDING PAYMENT**

- 5.0 The Board shall be entitled to withhold payment to the service provider:
- (a) Where there is unsatisfactory performance of the services to be performed by the service provider as described under articles 1.0, 3.0 and 5.1 of this Agreement;
  - (b) For any portion of the invoice which the Board disputes;
  - (c) To the extent necessary to protect the Board in respect of any liability for amounts required to be paid by the service provider pursuant to articles 8.0, 8.1, 9.0, 9.1, 9.2, 10.0, 10.1, 10.2 and 10.3 if there is a reasonable probability that such amounts or claims may be assessed or made against the Board; and

(d) As provided in article 11.1.

5.1 In the event of there being unsatisfactory performance by the service provider, then the Board shall notify the service provider of the circumstances surrounding the unsatisfactory performance of the services rendered and the service provider shall correct, complete and remedy all such deficiencies relating to the unsatisfactory performance of the services to be rendered within ten (10) days written notice having been given to the service provider by the Board of such deficiencies.

## **EXPENSES**

6.0 All expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the service provider inclusive of all costs incurred by the service provider in hiring other employees to perform the services under this Agreement.

## **INDEPENDENT SERVICE PROVIDER**

7.0 The Board and the service provider agree that the service provider is an independent service provider and not an employee of the Board, nor is the service provider a partner with the Board.

7.1 The Board and the service provider agree that any personnel supplied by the service provider to the Board shall be considered employees of the service provider and not employees of the Board.

## **WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS**

8.0 The service provider shall pay or cause to be paid any assessment or contribution required to be paid by the service provider in conjunction with the performance of the services to be rendered under this Agreement pursuant to the *Workers'*

*Compensation Act* (Nova Scotia) and shall indemnify the Board for any amounts assessed against and paid by the Board as a result of the failure by the service provider to comply with the provisions of this article or the *Workers' Compensation Act*.

- 8.1 The service provider shall be responsible to deduct from the payments received from the Board, the amount, if any, of the service provider's required contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission.

## **TAXES**

- 9.0 The service provider shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.

- 9.1 The Board shall have an obligation to pay the goods and services tax on invoices submitted pursuant to article 4.0 unless the service provider provides identification of its goods and services tax registration number on the respective invoice and identifies the total amount of goods and services tax on the invoice.

- 9.2 In the event that the service provider does not invoice the Board for the goods and services tax, the service provider shall indicate on the invoice the basis upon which the service provider is exempt from the obligation to collect and remit the goods and services tax.

## **INSURANCE**

- 10.0 The service provider agrees to obtain and maintain, for the duration of this Agreement, Commercial General Liability Insurance, an amount not less than \$2,000,000.00, per occurrence.

- 10.1 Such insurance shall include blanket contractual liability.
- 10.2 Evidence of such insurance in a form acceptable to the Board shall be provided to the Board prior to the date of the commencement of this Agreement.
- 10.3 In the event of default on the part of the service provider to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the service provider shall be liable to the Board, and shall indemnify and save harmless the Board for any costs that may be incurred as identified under article 11.

## **INDEMNIFICATION**

- 11.0 The Board shall indemnify and save harmless the service provider, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Board, its employees and agencies in the performance by the Board of this Agreement.
- 11.1 The service provider shall indemnify and save harmless the Board, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the service provider, his employees and agencies in the performance by the service provider of this Agreement.
- 11.2 The above indemnification shall survive the termination of this Agreement.
- 11.3 If any third party proceedings are commenced in any court against either the Board or the service provider in respect of any matter covered by the terms of this Agreement, then such party against whom the proceedings are commenced shall immediately



provide notice in writing to the other party of such proceedings.

## **TERMINATION**

- 12.0 This agreement may be terminated by the HRSB at any time during the term, in whole or in part, in HRSB's sole discretion without cause or liability to service provider, by HRSB providing to service provider at least ninety (90) days prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.
- 12.1 In the event that the service provider is incapacitated or there is some other cause which may prevent the service provider from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board, then the Board may terminate this Agreement immediately by way of providing written notice to the service provider in which case, the Board shall be under no obligation to the service provider except to pay such compensation as the service provider may be entitled to receive up to the time of such termination.
- 12.2 In the event of the lack of satisfactory performance by the service provider of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the Board may terminate this Agreement immediately upon providing written notice to the service provider where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the Board being under no further obligation to the service provider except to pay such compensation as the service provider may be entitled to receive up to the time of such termination.
- 12.3 In the event that the services provided by the service provider under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly

or indirectly the Board's operations, the Director of the department affected by this agreement shall give to the service provider at least 24 hours written notice by facsimile, sent to the facsimile number given by the service provider in this Agreement, of the Board's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.

12.4 After the suspension of services, in the event that the Board wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the Board will give the service provider written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the service provider cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.

12.5 Notwithstanding the next preceding Article, the Board shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

## **Dispute Resolution**

### **Arbitration.**

13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the *Commercial Arbitration Act* (Nova Scotia), subject to the following:

(a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova

Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.

- (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
- (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
- (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.
- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

## **CONFIDENTIALITY AND OWNERSHIP OF PROPERTY**

- 14.0 All pertinent resources, information, material and papers prepared or provided by the service provider for the Board in the performance of this Agreement, shall be the sole property of the Board.
- 14.1 As part of the consideration required of the service provider under this Agreement, the service provider agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the Board.

## **COMPLIANCE WITH LAWS AND POLICIES**

- 13.0 In performing the services under the terms of this Agreement, the service provider and its employees shall comply with all of the Board's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.
- 14.1 If unfamiliar with Board policies and regulations, the service provider shall request, review and abide by all pertinent Board policies and regulations, including but not limited to, the Code of Conduct expected of employees of the Board.

## **NON-ASSIGNABILITY**

15.0 The service provider agrees not to assign, transfer, or convey, pledge or encumber this Agreement or the right, title or interest in it, or the power to execute this Agreement, or any monies due or to become due under it, without the consent in writing of the Board.

## **INCONSISTENCY**

16.0 In the event that any term of this Agreement is inconsistent with or in violation of any provision of any law of the Province of Nova Scotia or the Dominion of Canada, then this Agreement is deemed to be amended to the extent required to avoid such inconsistency or illegality and, if any term of this Agreement is annulled, the remainder of this Agreement shall remain in full force and effect.

NOTICE

17.0 All notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing and be personally served or delivered by prepaid registered mail addressed to such other party or delivered to such other party as follows:

To the Board at:

**RON HEIMAN, COORDINATOR OF PROPERTY SERVICES – MAINTENANCE  
HALIFAX REGIONAL SCHOOL BOARD  
33 SPECTACLE LAKE DRIVE  
DARTMOUTH NS B3B 1X7**

To the service provider at:

**CONTRACTOR'S NAME  
CONTRACTOR'S ADDRESS**

- 17.1 Any notice, request, demand or other communication given by prepaid registered mail shall be deemed to have been received on the fourth business day following the date on which the notice was mailed.
- 17.2 In the event of a disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be deemed to have been duly given if personally delivered at the above addresses.

**SUCCESSORS**

18.0 This Agreement shall enure to the benefit of and be binding upon, the parties to this Agreement, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

<b>CONTRACTOR'S NAME</b>	
_____	_____
Service Provider Representative	Date
_____	
Witness	

<b>HALIFAX REGIONAL SCHOOL BOARD</b>	
_____	
Ron Heiman	
Operations Services Co-ordinator - Maintenance	
	_____
	Date
_____	
Kathryn Burlton, Manager of Accounting & Purchasing	

**CONTRACT - APPENDIX A**

**HRSB RFP DOCUMENT – ATTACHED**





**CONTRACT - APPENDIX "B"**

SERVICE PROVIDER'S RESPONSE TO RFP - ATTACHED